

JFM 09 CV 3183

GAIL BROWN
1456 Log Inn Road
Annapolis, MD 21409

Plaintiff

v.

VICTORIA'S SECRET STORES, L.L.C. (d/b/a
Victoria's Secret Store, Marley Station Mall)
7900 Governor Ritchie Highway
Glen Burnie, MD 21061

Serve On:

The Corporation Trust, Inc.
300 East Lombard Street
Baltimore, Maryland 21202

Defendant

* IN THE
* CIRCUIT COURT
* OF MARYLAND
* FOR
* ANNE ARUNDEL COUNTY

Case No.:

09-145707

* * * * *

COMPLAINT

Gail Brown, Plaintiff, by and through her attorneys Clinton J. Allgair and Joel L. Katz, L.L.C., herein sues the above-named Defendant, Victoria's Secret Corporation (d/b/a Victoria's Secret Store, Marley Station Mall) (hereinafter "Victoria's Secret") and for reasons states as follows:

1. Plaintiff, Gail Brown is a resident of Annapolis, Maryland.
2. Defendant, Victoria's Secret Stores, L.L.C. is a corporation registered in the State of Maryland to engage in retail merchandise sales in the state of Maryland and Anne Arundel County, Maryland, specifically operating the Victoria's Secret Store located in the Marley Station Mall in Anne Arundel County, Maryland.
3. That Prior to approximately 5:00 p.m. on April 11, 2008, the Plaintiff, Gail

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Brown was an invitee upon the premises of Defendant's place of business, Victoria's Secret in the Marley Station Mall, wherein she purchased a tube of Beauty Rush Minty Lip Shine, a lip-gloss beauty product made for and distributed by Defendant Victoria's Secret. On April 11, 2008, at approximately 5:00 p.m., Plaintiff used the lip-gloss for the first time at her home. Subsequently, and within a relatively short period of time, Plaintiff applied the lip-gloss a second time.

4. Within several hours of Plaintiff's use of the Defendant's Beauty Rush lip-gloss, Plaintiff noticed a tingling in her lips, but nothing visually noticeable. Subsequently, and as a result of Plaintiff's use of the Defendant's lip-gloss, Plaintiff's lips scabbed, sloughed and scarred, leaving severe depigmentation of her lips.

COUNT I – PRODUCT LIABILITY (Design Defect) – Victoria's Secret

5. Plaintiff, Gail Brown, herein reavers, realleges, and incorporates all of the above allegations, including paragraphs 1 through 4 herein, as if set out and fully repeated herein.

6. That the above-referenced Beauty Rush lip gloss used by Plaintiff was purchased at Defendant's store and was designed, manufactured, marketed and sold by Defendant Victoria's Secret.

7. That the Plaintiff's obtained Beauty Rush lip-gloss was placed into the stream of commerce and sold by Victoria's Secret to Plaintiff a defective and unreasonably dangerous condition in that the design and ingredients selected and utilized in the production of the lip gloss caused physical harm and damage to the Plaintiff's lips when used by the Plaintiff. Accordingly, and when used in the manner the lip-gloss was intended, the Beauty Rush lip-gloss burned, scabbed, sloughed and depigmented Plaintiff's lips, causing severe pain and discoloration.

8. The Beauty Rush lip gloss reached the Plaintiff without any substantial change in its condition and was in that same condition at the time of its use and the injury referenced herein.

9. On or about April 11, 2008, Plaintiff was using the Defendant's Beauty Rush lip gloss, in a foreseeable manner, as it was intended and expected to be used, when the gloss had a sever chemical effect on her lips, ultimately burning, scabbing, sloughing and discoloring her lips.

10. The traumatic depigmentation and discoloration of Plaintiff's lips, and the personal injuries and loses related thereto, occurred because of the defective design of the Beauty Rush lip-gloss. If the lip-gloss had not been defectively designed, Plaintiff would not have been injured at all or would have been injured far less then she ultimately was.

11. As a result of the defect described above, Plaintiff suffered suffer serious injuries about her face and lips, and suffered great mental anguish, loss of work and wages, and was in other ways injured. Such injuries and losses continue at present and are expected to continue for the remainder of her life.

WHEREFORE, Plaintiff, Gail Brown, herein demands judgment against the Defendant, Victoria's Secret Stores, LLC in the amount of Two Hundred Thousand Dollars (\$200,000.00), in compensatory damages, plus pre- and post-judgment interest, costs, attorney's fees, and such other and further relief as the nature of this case requires.

COUNT II – PRODUCT LIABILITY (Manufacturing Defect) – Victoria's Secret

12. Plaintiff, Gail Brown, herein reavers, realleges, and incorporates all of the

above allegations, including paragraphs 1 through 11 herein, as if set out and fully repeated herein.

13. That the above-referenced Beauty Rush lip gloss purchased and used by Plaintiff was designed, manufactured, marketed and sold to the Plaintiff by Defendant Victoria's Secret.

14. The Plaintiff's obtained Beauty Rush lip gloss was placed into the stream of commerce and sold by Victoria's Secret to the Plaintiff in a defective and unreasonably dangerous condition in that the lip gloss contained a latent manufacturing flaw which resulted in a significant burning and discoloration injury to the Plaintiff's lips.

15. The Beauty Rush lip gloss reached the Plaintiff without any substantial change in its condition and was in that same condition at the time of its use and the injury referenced herein.

16. On or about April 11, 2008, Plaintiff purchased and subsequently used the Beauty Rush lip-gloss in a foreseeable manner, as it was intended and expected to be used, when the gloss burned and discolored her lips.

17. The traumatic burning and discoloration of the Plaintiff's lips, and the injuries and losses related thereto, occurred because of a defect in the manufacture of the Beauty Rush lip-gloss. If the Beauty Rush lip-gloss had not had the defect in manufacture alleged herein, Plaintiff would not have been injured at all or would have been injured far less than she ultimately was.

18. As a result of the defect described above, Plaintiff suffered suffer serious injuries

about her face and lips and suffered great mental anguish, loss of work and wages, and was in other ways injured. Such injuries and losses continue at present and are expected to continue for the remainder of her life.

WHEREFORE, Plaintiff, Gail Brown, herein demands judgment against the Defendant, Victoria's Secret Stores, L.L.C in the amount of Two Hundred Thousand Dollars (\$200,000.00), in compensatory damages, plus pre- and post-judgment interest, costs, attorney's fees, and such other and further relief as the nature of this case requires.

COUNT III – PRODUCT LIABILITY (Failure to Warn) – Victoria's Secret

19. Plaintiff, Gail Brown, herein reavers, realleges, and incorporates all of the above allegations, including paragraphs 1 through 18 herein, as if set out and fully repeated herein.

20. That the above-referenced Beauty Rush lip-gloss purchased by Plaintiff was designed, manufactured, marketed and sold to Plaintiff by the Defendant, Victoria's Secret.

21. The Plaintiff's purchased and used Beauty Rush lip gloss was placed into the stream of commerce and sold by Victoria's Secret to the Plaintiff in a defective and unreasonably dangerous condition in that the design of the lip gloss was such that it chemically reacted to her skin, thereby burning it and causing severe discoloration and depigmentation and the product failed to include a warning advising of the risk of such injury.

22. The Beauty Rush lip gloss reached the Plaintiff without any substantial change in its condition and was in that same condition at the time of its use and the injury referenced herein.

23. On or about April 11, 2008, Plaintiff used the Beauty Rush lip gloss, as

it was intended and expected to be used, and the lip-gloss caused unexpected and significant burning and discoloration to her lips.

24. The traumatic burning, discoloration and depigmentation of Plaintiff's lips, and the injuries and losses related thereto, occurred because of a defect in the Beauty Rush lip gloss, in that the gloss in order to be non-defective and reasonably safe for use, should have contained or been accompanied by a warning that the gloss may cause burning, discoloration or depigmentation of the lips, thereby resulting in serious injury, loss or damage. If the Beauty Rush lip gloss had contained or been accompanied by such warnings, Plaintiff would not have used the gloss with the expectation that it would not cause any harm or damage to her lips and she would not have been so injured.

25. As a result of the defect described above, Plaintiff suffered suffer serious injuries about her face and lips and suffered great mental anguish, loss of work and wages, and was in other ways injured. Such injuries and losses continue at present and are expected to continue for the remainder of her life.

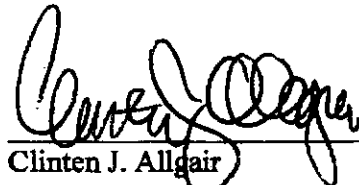
WHEREFORE, Plaintiff, Gail Brown, herein demands judgment against the Defendant, Victoria's Secret Stores, L.L.C. in the amount of Two Hundred Thousand Dollars (\$200,000.00), in compensatory damages, plus pre- and post-judgment interest, costs, attorney's fees, and such other and further relief as the nature of this case requires.

TRUE COPY,

TEST: Robert P. Duckworth, Clerk

By: _____

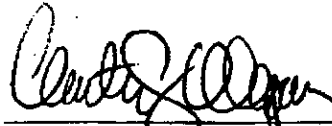
Deputy



Clinton J. Allgair
JOEL L. KATZ, L.L.C.
2060 West Street
Annapolis, MD 21401
(410) 841-5333
Attorneys for Plaintiff

JURY DEMAND

Plaintiff, Gail Brown, herein demands that this matter be tried before a jury.

A handwritten signature in black ink, appearing to read "Clinton J. Allgair", written over a horizontal line.

Clinton J. Allgair

JOEL L. KATZ, L.L.C.